

**Project Lead the Way, Inc.
SOFTWARE LEASE AGREEMENT**

2007 – 2008

This Agreement is by and between School Board of Palm Beach County (“District”) located in West Palm Beach, FL and Project Lead The Way, Inc. (PLTW”) with offices at 747 Pierce Road, Clifton Park, NY.

1. **Software:** PLTW or its designated reseller has leased software from three major vendors in order to sub-lease to schools teaching Project Lead The Way® courses. The software lease options available are explained in paragraph “3” of this agreement.
2. **Lease:** PLTW or its designated reseller grants a sub-lease to those in the Project Lead The Way® network to use, for educational purposes only, the software lease options selected by the District/School for the 2007 – 2008 academic year. The lease includes the use by Project Lead The Way® teachers for teaching and professional development purposes. All software sublicensed under this Agreement shall be subject to the standard end-user license agreement provided by the licensor, a copy of which is included with the software.

The software options leased are dependent upon which Project Lead The Way® courses will be offered by the District/School and non- Project Lead The Way® course needs. Each software option lease has a specified location usage and number of seats usage, which must be adhered to by the School District and School Sites. Some software options are District Wide (DW), meaning they can be used throughout the School District, and some are School Site (SS), meaning they can only be used in a single school building. Additional seats may be leased as needed by the School District or School Site.

3. Software Options:

Autodesk Software Options

Software required if running any of the following Project Lead The Way® course(s):

**Principles of Engineering (POE)
Introduction to Engineering Design (IED)
Gateway To Technology (GTT)
Civil Engineering and Architecture (CEA)
Engineering Design and Development (EDD)
Aerospace Engineering (AE)
Biotechnical Engineering (BE)**

- a) You may use Autodesk products for classes *other than* Project Lead The Way® classes.
- b) You will have 100 licenses with all of the included Autodesk products for your school. High Schools may share their Autodesk Inventor Professional licenses with participating district Middle Schools within the 100 license parameter.

- c) Only High Schools in their first year of Project Lead The Way® implementation may elect to lease the Autodesk Inventor Professional for \$2,900. With this scenario, you will have 100 licenses of Autodesk Inventor Professional *that may only be used in conjunction with Project Lead The Way® courses*. After the first year of implementation, schools must use the ADA Package option.
- d) Middle Schools without a participating district High School may choose the Autodesk Inventor Professional option for \$1,000 per year.

Autodesk Software for High Schools	DW or SS	Number of Seats	Unit Cost	Please check off what software you will be ordering
Autodesk ADA Package Includes: Autodesk Inventor Professional Autodesk Revit AutoCAD Autodesk VIZ Autodesk Architectural Desktop <i>Please see sections a and b above.</i>	SS	100	\$3,995.00	5
Autodesk Inventor Professional Only ONLY First Year <u>Project Lead The Way®</u> High Schools may choose this option. Please see section c above.	SS	100	\$2,900.00	0
Autodesk Inventor Professional Only <u>Project Lead The Way®</u> Middle Schools Only	SS	100	\$2,900.00	0

Autodesk Software for Middle Schools	DW or SS	Number of Seats	Unit Cost	Please check off what software you will be ordering
Autodesk Inventor Professional Only ONLY <u>Project Lead The Way®</u> Middle Schools without a participating district High School may choose this option. Please see section d above. Middle Schools with a participating district High School please see sections a and b above.	SS	100	\$1,000.00	0

The above Autodesk software can **ONLY** be ordered through your regional Autodesk reseller. Please send an email to info@pltw.org with your District Name and State if you are not sure of the name of the appropriate reseller.

Additional Software Options

1. **Software required if running any of the following Project Lead the Way® course: Digital Electronics (DE)**

Software	DW or SS	Number of Seats	Unit Cost	Please check off what software you will be ordering
MultiSIM	SS	25	\$650.00	3
Ultiboard (Optional) -Printed Circuit Board Layout software	SS	25	\$600.00	3

2. **Software required if running any of the following Project Lead the Way® courses:**
Computer Integrated Manufacturing (CIM)

Software	DW or SS	Number of Seats	Unit Cost	Please check off what software you will be ordering
CIM Bundle Includes:			\$2,100.00	0
Eshed Robotic Robocell	DW	30		
CNC Motion	DW	30		
Edge CAM	DW	25		
Additional Seats:				
Eshed Robotic Robocell	DW	30		0
CNC Motion	DW	30		
Edge CAM	DW	25		
**Open-CIM (Optional)	DW	30	\$800.00	0

**School Districts may choose to lease the Open-CIM software program to enhance student learning. The Open-CIM software from Intellitek, Inc. is used to teach students the principles of automated production using robotics, computers, and CNC machines by designing work cells. It allows users to search for optimal production techniques by experimenting with different cell designs. Students can also design production schedules, conduct Manufactured Resource Planning (MRP), order entry items, track materials, and conduct database management.

3. **OPTIONAL Software for the following Project Lead The Way® courses:**

Principles of Engineering (POE)
Computer Integrated Manufacturing (CIM)
Engineering Design and Development (EDD)
Aerospace Engineering (AE)
Biotechnical Engineering (BE)

Software	DW or SS	Number of Seats	Unit Cost	Please check off what software you will be ordering
LabVIEW™ Full Development System (OPTIONAL) 12 MONTH TERM (July 1—June 30)	SS	25	\$1,200.00	0
LabVIEW™ Full Development System (OPTIONAL) 12 MONTH TERM (July 1—June 30)	SS	100	\$2,400.00	0

NOTE: To place an order for the optional additional software options please mail or fax a Purchase Order to PLTW.

NOTE: In order to complete a software order, you must return a signed copy of this agreement to PLTW AND fax or mail a purchase order to PLTW or its designated reseller.

4. **Copyright:** The copyright of each software package remains with its owners and is protected by the US Copyright law and all right, title and interest in and to the software, including intellectual property rights, remains with the owners. The lease gives the School District/School Site limited right to its use. **The School District/School Site agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the School District/School Site agrees to secure the software in The School District/School Site safe or vault.** The School District/School Site agrees that if they materially breach this Agreement, the Agreement is terminated and all software shall be immediately returned to PLTW or its designated reseller. Any remedies sought by the vendor for the School District/School Site's breach shall inure to the School District/School Site and PLTW shall not be liable in any way for the School District/School Site's breach.
5. **Term:** The term of this lease is the 2007-2008 school year. At the end of the school year, the School District/School Site agrees to cease the use of the software.
6. **Limitation of Liability:** PLTW assumes no liability for the non-performance of the software, but will provide reasonable assistance to resolve non-performance issues with the owner of the software.
7. **Representation:** PLTW represents and warrants that, to the best of its knowledge, it has the full authority to enter into this Software Agreement and has sufficient rights to grant District the licenses granted herein. PLTW will indemnify and hold the District harmless from liability of any nature or kind, including reasonable costs and expenses resulting from a breach of this representation, including the rightful use of the software by the District. The PLTW Technology Department will support the software in this lease agreement during the duration of this contract as needed. In the event of defects in the software, PLTW will vigorously seek to remedy such defects using any or all remedies it has against the software owners.
8. **Payment:** The School District shall submit a Purchase Order to its specified regional Autodesk reseller for Autodesk products and a separate Purchase Order to PLTW for all remaining software option(s) that the School District/School Site chooses. The School District will be invoiced upon delivery of the software and the School District agrees to pay the invoiced amount within 30 days.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

By: _____
Neil Tebbano
Vice President of Operations
Project Lead the Way, Inc.

Date: _____

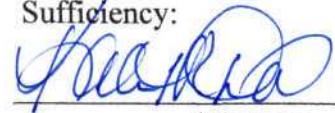
By: _____
William G. Graham
Chairman

Date: _____

Attest: _____
Arthur C. Johnson, Ph.D.
Superintendent

Date: _____

Reviewed and approved as to legal
Sufficiency:



Attorney

Date: 5/25/07